



JUL -1 P4:21

STATE PROCUREMENT OFFICE
EMERGENCY PROCUREMENT REQUEST

1. TO: Chief Procurement Officer
2. FROM: Transportation/Airports/Maui District

Department/Division/Agency

Pursuant to §103D-307, HRS, and Subchapter 10, Chapter 3-122, HAR, the Department requests approval for the following:

3. Date 3/26/2011

4. After the fact ☒ YES ☐ NO

5. Nature of the Emergency

On 3/26/11, an apparent clog in an underground sewer pipe resulted in a release of raw sewage into the ground floor womens restroom and onto adjacent sidewalk area at the central building of the Kahului airport. Roto-Rooter was initially called in to clear the line and verify pipe integrity using specialized camera. (continued on attached sheet)

6. Vendor: KIHEI Plumbing, LLC
Address: 431 Alamaha St. #3A
Kahului, HI 96732

7. Price:
\$82,100.00

8. Description of goods, services, or construction to be purchased

Replace approx. 160 ft. of cast iron drain pipe with PVC pipe and fittings. Demo. existing concrete, excavate and demo. existing piping, backfill and patch and concrete area. (see attached quote)

9. Reason for Vendor Selection

Lowest bidder among three contractors (see attached quotes)

10. Direct questions to: Marvin Moniz/Benton Ho

Phone: 872-3808/838-8804

11. *I certify that the information provided above is to the best of my knowledge, true and correct.*

JUN 30 2011

Department Head

Date

Reserved for SPO Use Only

12. Chief Procurement Officer's comments:

We understand that the nature of the situation was serious; however, the emergency procurement method is utilized to address only the immediate needs for the emergency and not subsequent requirements. This request is disapproved because the department procured services to completely replace the entire pipe and fitting. As this is a procurement violation, department shall submit form SPO-016.

13.

☐ APPROVED ☒ DISAPPROVED ☐ NO ACTION REQUIRED

7/21/2011
Chief Procurement Officer Date

14. E.P.No. 12-001-D

5. Nature of the Emergency (continued):

Results from the camera investigation and from debris removed, indicates that several portions of the underground cast iron piping has failed and is in need of immediate replacement in order to prevent possible ground and water contamination from occurring.



4/18/2011

Kihei Plumbing, LLC
431 Alamaha St. #3A
Kahului, HI 96732
808-877-4863, 808-877-5048 fax
kiheiplum001@hawaii.rr.com

State of Hawaii Department of Transportation
Airport Division, Maui District I Kahului Airport Rd. Unit 5
Kahului, HI 96732
872-3826872-3409

PROJECT: Airport; Replace 160' 4" Cast Iron Drain Pipe

We will supply and install all materials, labor, and equipment as per drawing, specifications, and addenda inclusive for the total amount of **\$82,100.00**.

Bid Price based upon: Replacing approx 160' of cast iron drain pipe with PVC pipe and fittings. Piping to be replaced is the main sewer lateral with a starting point in the sidewalk in front of the Men and Womens Restroom located behind Airport operational offices, lateral travels down covered corridor, through loading dock and terminates at manhole outside loading dock entrance. Price includes all labor and material to demo existing concrete, excavate and demo existing piping, install new piping, backfill trench and patch concrete.

Note: Replacing the demo'd concrete will be professionally completed but as with all concrete repairs will not match exactly the existing concrete.

Option #1: Spot repair piping near end of corridor previously identified with camera inspection as trouble area. Scope of work same as above but limited to replacing only the Cast Iron pipe and fittings in the immediate vicinity of pinpointed trouble area. Cost for Option #1, \$9,400.00.

Exclusions

Price assumes there is no electrical imbedded in concrete slab and does not include cost of penetrating radar to verify.

General Conditions

- 1.) All applicable taxes are included in our submission.
- 2.) The Mechanical Contractor shall not be held liable for errors or omissions in the designs of others, nor inadequacies of materials and equipment specified or supplied by others.
- 3.) Equipment and materials supplied by the Mechanical Contractor are warranted only to the extent that the same are warranted by the manufacturer.
- 4.) The Mechanical Contractor shall not be liable for indirect loss or damage.
- 5.) Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
- 6.) If a formal contract is required, its conditions must not deviate from this proposal without our prior approval.

Respectfully

Accepted by

Kihei Plumbing LLC

State of Hawaii Department of Transportation



Branch Office
295 Ho'ohana Street, Unit A
Kahului, HI 96732
808-871-6878
Fax: 808-871-5968
License # C23363

INDUSTRIAL - RESIDENTIAL - COMMERCIAL - MUNICIPAL

Proposal and Contract

4/6/2011

Kahului Airport
Building 4C Sewer Mainline Repair
Contact: Jeff Philips
Phone: (808)357-0973

Roto-Rooter will replace approximately 160 foot of rotted 4" to 6" cast iron sewer main line to PVC pipe, at building 4C. The replacement will be from the cleanout out by Command Center, picking up tie-ins from 4- bathrooms, restaurants, and grease interceptor, to the sanitary sewer manhole located in the asphalt driveway approximately 30 foot beyond the building. Concrete and asphalt will be diamond saw cut using water for damage control. The sewer line is approximately 6'- 8' deep and will be shored for safety. Work will be performed during after hours, as to not disrupt Airport services. Trenches will be barricaded. Access will be made as to not disrupt service areas. Materials will be stockpiled on tarps, in the gravel areas next to the sidewalk. Areas will be brought back to original condition upon completion. Due to Airport Security, Jeff Philips will be present during repair, and all work will be coordinated with him. Roto-Rooter will also partially pump down the grease interceptor prior to line replacement to prevent overspill when replacing beyond the grease interceptor. Roto -Rooter will also clean and televise record to DVD the tie-ins, and give report of the condition prior to backfilling any questionable section.

Bid subject to change due to unforeseen circumstances.

Above work completed up to industry standards for the sum of \$93,000.00 including tax.

This sum will be paid upon completion of job: Ninety Three Thousand Dollars including tax.

Authorized signature _____ date _____

Accepted by _____ date _____

Corporate Office

CA License# 604196 • HI License# C23363
333 North Canyons Parkway, Suite 221
Livermore, CA 94551
925-443-5454 • Fax: 925-605-4354



Branch Office
295 Ho'ohana Street, Unit A
Kahului, HI 96732
808-871-6878
Fax: 808-871-5968
License # C23363

INDUSTRIAL - RESIDENTIAL - COMMERCIAL - MUNICIPAL

Proposal and Contract

4/6/2011
Kahului Airport
Building 4C Sewer Mainline Repair
Contact: Jeff Philips
Phone: (808)357-0973

Roto-Rooter will replace approximately 40 foot of rotted 4" to 6" cast iron sewer line to PVC pipe, at building 4C. The replacement will be between the cleanout inside the walkway next to the grease interceptor sample box manhole, out to the sanitary sewer manhole located in the asphalt driveway approximately 30 foot beyond the building. Concrete and asphalt will be diamond saw cut using water for damage control. The sewer line is approximately 6' - 8' deep and will be shored for safety. Excavation work, backfilling, concrete and asphalt replacement will be performed during regular work hours. Due to Airport Security, Jeff Philips will be present during repair, and will also coordinate the actual line replacement. This work will be performed after hours as to not disrupt Airport during water shut down. Roto-Rooter will also partially pump down the grease interceptor prior to line replacement to prevent overspill. Roto Rooter will also clean and televise record to DVD the upstream line, and tie-ins, and give report of the condition prior to backfilling.

Bid subject to change due to unforeseen circumstances.

Above work completed up to industry standards for the sum of \$18,500.00 including tax.

This sum will be paid upon completion of job: Eighteen thousand five hundred dollars including tax.

Authorized signature _____ date _____

Accepted by _____ date _____

Corporate Office

CA License# 604196 • HI License# C23363
333 North Canyon Parkway, Suite 221
Livermore, CA 94551
925-443-5454 • Fax: 925-605-4354



Lic# C-20051

P.O. Box 861563, Wahiawa, HI 96786 * Ph: (808) 242-1771 ~ (808) 874-1441 * Fax (808) 621-5705

FIRM: Kahului Airport

Date: April 4, 2011

ATTN: Jeff #357-0973
Fax#872-3409

Project: Kahului Airport 1 Kahului Airport Rd

Proposal #M1037

This bid complies with the requirements of the plans and specifications of the above named job, including all known alternates and addenda nos: _____ subject to the standard conditions below which will be included by reference in any subcontract; and is complete per.

Scope: Partial Building Sewer Repair by Grease Trap

Mobilization of equipment and materials to jobsite
Saw cut and remove cement/asphalt approx 80 sq. ft.
Excavation for reroute of existing piping approx. 20' x 5' x 6' deep
Shoring required for excavations over 4'
Root removal as need for pipe replacement
Reroute existing faulty piping up to approx. 20' linear ft
Connection to existing piping at each end and each branch after fitting
Machine clean and video inspect each branch connection to main
Pipe cushion around piping
Backfill and compact to grade
Prep for cement/asphalt patch
Pour and finish cement/asphalt to match existing as close as possible
Daily and final clean up and disposal of debris
Demobilization of equipment and excess materials from jobsite

Project duration 4-5 days
Onsite storage for equipment

\$18,750.06 Total

Excludes: Repairs beyond specified area/footage
Landscape fatalities

*W/Tax***Scope:** 160' Building Sewer Replacement

Mobilization of equipment and materials to jobsite
Saw cut and remove cement/asphalt approx 640 sq. ft.
Excavation for reroute of existing piping approx. 160' x 5' x 8' deep
Shoring required for excavations over 4'
Root removal as need for pipe replacement
Reroute existing faulty piping up to approx. 160' linear ft
Connection to existing piping at each end and each branch after fitting
Machine clean and video inspect each branch connection to main
Pipe cushion around piping
Backfill and compact to grade
Prep for cement/asphalt patch
Pour and finish cement/asphalt to match existing as close as possible
Daily and final clean up and disposal of debris
Demobilization of equipment and excess materials from jobsite

Project duration 20-25 days



Lic# C-20051

P.O. Box 861563, Wahiawa, HI 96786 * Ph: (808) 242-1771 ~ (808) 874-1441 * Fax (808) 621-5705

Onsite storage for equipment

\$94,791.97 Total

W/Tax

Excludes: Repairs beyond specified area/footage
Landscape fatalities

Notes: Normal working hours 8:00AM-5:00PM Monday thru Friday excluding holidays. No overtime work allowed except where specifically noted. All work to be done to industry standards using premium materials in a reasonable amount of time using quality workmanship! Payment schedule to follow signing of contract.

The following normal exclusion items are excluded from the foregoing section bid unless otherwise included in scope of work:

- | | | |
|--|--|--|
| (a) Excavation, backfill and de-watering (or shoring if required). | (g) Asbestos/Lead/Mold removal | (n) Board of Water Supply pro-rata charge of water development cost |
| (b) Concrete work of any description inc. but not limited to pads, reaction blocks curbs, equip, bases, etc. | (h) Structural Supports | (o) Rough and finish carpentry. |
| (c) Manholes, frames, covers, catch basins and gratings. | (i) Cutting, patching, grouting and concrete coving | (p) Unseen underground obstacles inc. but not limited to rocks, roots, exist utilities or other like items etc |
| (d) All Board of Water Supply Fees and charges, other utilities and all City and County fees and charges. | (j) Sewer Assessment Cost | (q) Specific project and/or bonding insurance upgrades |
| (e) Painting | (k) Power wiring inc. final connection to mechanical equipment | (r) Permit/ Design and blue prints |
| (f) Hoisting | (l) Cesspools, septic tanks, cavities and drywells | |
| | (m) Formed openings in structural walls and slabs. | |

This bid is good for 30 days.

OWNER OR GENERAL CONTRACTOR

CONTRACTOR

COMPANY NAME

Clean Sewer Lines Hawaii-Maui
COMPANY NAME

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

ACCEPTED DATE

DATE

Standard Conditions

- a. The Subcontractor shall submit to the general contractor applications for payment at such reasonable times as to enable the general contractor to apply for and obtain payment from the owner. Payment for materials and/or installation shall be made with same retainages as on main contract between owner and general contractor and shall be paid, for work to date of last program billing date, as approved by architect, within five days after general contractor has received his payment for such progress billing. Final payment shall be made within five days after general contractor has received his final or complete payment involving Subcontractor's portion of work, not withstanding any delay of other trades, but in any event such final payment shall be made by the general contractor to the Subcontractor no later than the day preceding the expiration of the lien period. If the contract between owner and general contractor permits payment for materials delivered to the jobsite, or to satisfactory storage facilities. Subcontractor may invoice for materials as delivered and receive payment therefore as outlined above. In the event that a payment is not made on or before the day that is due, the general contractor agrees to pay interest on the unpaid balance at the rate of 18% per annum from the due date until payment in full. In the event that suit is filed by Subcontractor to collect any monies due hereunder or to enforce any other provision of the contract, the general contractor agrees to pay all costs, reasonable attorney's fees incurred and interest on the unpaid balance at the rate of 18% per annum from the date the payment was due until payment is made in full. In the event that the maximum legally enforceable interest rate for this contract is lower than the stated (18%) interest rate, due to legislative action, operation of law or otherwise, the maximum legally enforceable interest rate shall apply in lieu of the stated interest rate.
- b. Any bonds required by general contractor shall be furnished by the Subcontractor, and the cost thereof added to and become a part of this proposal.
- c. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by general contractor or his representative. In the event overtime is worked, the overtime premium rates plus Subcontractor's regular markup for overhead and profit will be paid as an extra. This provision is applicable where such overtime work is necessitated by delay or acceleration occasioned by reasons beyond the control of the Subcontractor.
- d. It is hereby stipulated that the Subcontractor shall not be held responsible or liable for any loss, damages or delay caused by fire, strike, accident or any other cause beyond his control. In the event the employee of the Subcontractor refuse to work off the job or strike because of any picket line established by employee of the general contractor or of any other subcontractor or of any other employer, or because of any labor dispute which may arise between the employees of the general contractor, the employees of any other subcontractor and such subcontractor and/or the employees or any other employee and such other employer, then the Subcontractor shall be relieved during the pendency of such work stoppage from performance under this subcontract and shall not be liable to the general contractor for any liquidated damages assessed under this subcontract or under the general contractor for any loss which the general contractor may sustain as a result of such work stoppage.
- e. Hoisting of plumbing, mechanical and sheet metal equipment and materials shall be provided by the general contractor during normal working hours and be reasonably scheduled.

REVISED 10/20/09